

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

January 6, 2020

7:00 PM

City Council

*Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch
Chuck Milliken
Mike Walker*

- A. Call To Order
- B. Pledge of Allegiance - Amos
- C. Roll Call
- D. Approval of Minutes

[MINS 20-01](#)Minutes 12-16-19 Work Session ([Minutes](#))[MINS 20-02](#)Minutes 12-16-19 Full Council ([Minutes](#))

- E. Communications & Petitions
- F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS**H. ORDINANCES***Tabled**Third Reading**Second Reading*[ORD 19-071](#)*Development**Sponsor: Clark*

An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- Second Reading Only

[ORD 19-072](#)*Development**Sponsor: Lynch*

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land from Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- Second Reading Only

First Reading**I. Reports***Mayor's Report**Fairfield County Sheriff**Law Director**Finance Director*

Finance Director's Report

[20-03](#)

[Report](#)

Public Service Director

Development Director

[20-05](#)

[Report](#)

Construction Services

[20-06](#)

[Report](#)

J. Council Reports

Conversation with Council Informal Town Hall Meeting - Tuesday, January 14, 2020 at 7:00 pm at the Community Center

Work Session/Council - Tuesday, January 21, 2020 at 6:00 p.m.

Work Session/Council - Monday, February 3, 2020 at 6:00 p.m.

CW Human Services

CW Industry and Commerce Corporation

CW Joint Recreation District

Destination: Canal Winchester

K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

December 16, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order at 6:03 pm

B. Roll Call

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Sergeant Hendershot

D. Reports

Bill Sims -

Bill Sims, Construction Services, stated there is a slow down in construction due to change in the weather. The railroad crossing work is progressing and has gone well; High Street should open up to traffic tomorrow. Working on the 2020 street program with the EHMT with Mr. Spencer. The project at 18 West Waterloo behind us here. program they are working on the sewer connection across Waterloo Street. Project at Westchester Section 13, phase 2, the road is ready for paving, weather permitting. Clark asked about the traffic count study and what is the status; Sims stated we are close to kick-off meeting; Peoples said they are doing data collection and should have study results ready for review by the first of the year.

Sergeant Hendershot -

Sergeant Hendershot reported the November statistics are in the council member's agenda packets; he read through the statistics and numbers; past couple of weeks they have had a lot of misdemeanor theft and felony thefts from Walmart because it is December.

November Statistics ([Report](#))

E. Request for Council Action

[RES 19-030](#)

Finance

A Resolution to Approve the Distribution of 2020 Bed Tax Grant Funds
([Resolution, Exhibit A](#))

- Request to move to full Council

Jackson stated that she and Councilpersons Clark and Lynch went through the bed tax grant applications one by one; there is a summary in the agenda packet showing their recommendations; Lynch and Clark may proceed to discuss. Amos asked about the Rotary Club request for grant funds for distribution of paper dictionaries to the grade school and acknowledgement of the city giving funds for this program; the school has indicated the dictionaries are not used anymore by the students and many are left laying around the school; are we sure this is what the school wants or needs; normally this is an advertisement for the Rotary Club. Clark responded that it was discussed as to how many kids actually use dictionaries anymore; most use Google; also in the past the school made a request to the Rotary Club if they could provide books for the library instead, or electronic books, but the Rotary Club said the dictionaries were what they provide. Amos asked if these dictionaries are still something the school is requesting to receive since they are the end user; will the school find value in this. Cannot hear Lynch's response on the audio. Amos stated she would support the funding if we can clarify; Clark responded. Bennett asked about the funding for the start-up of a high school girls lacrosse team and funding a high school sports program; Jackson responded that we funded them in 2018 for a boys high school lacrosse team. Discussion ensued,

but cannot hear clearly on the audio. Coolman stated he is ok with funding the team as long as it is not their sole funding source; he also asked about the funds for CWJRD for those in need; concerned about parents who have been paying all along. Bennett stated some parents have asked about doing this, to bring in kids and families who cannot pay; it is registration funded; cost may be higher than similar Groveport program; would get information about families in need from human services; would not be marketed as available funds, but trying to get kids involved in activities that normally cannot afford to do so; have had other parents and volunteer coaches pay for kids to be in the JRD. Discussion ensued. Bennett asked Hollins if he should vote or abstain from voting on this resolution, because he submitted the grant application from the CWJRD; Hollins replied that as long as Bennett can wear the hats separately, it is ok to vote on the resolution.

Motion to move RES 19-030 to full council made by Amos; seconded by Lynch

Motion carried by the following vote:

Yes 7 – Amos, Lynch, Bennett, Clark, Coolman, Jarvis, Walker

RES 19-031

Mayor

A Resolution Approving the Mayor's Appointment of Joe Wildenthaler to Serve a Three Year Term as a Member of the Personnel Board of Review Expiring on December 31, 2022 ([Resolution](#))

- Request to move to full Council

Mayor Ebert stated Mr. Wildenthaler has been a member since it's inception in 2010 and is willing to serve another three year term.

Motion to move RES 19-031 to full council made by Coolman; seconded by Clark

Motion carried by the following vote:

Yes 7 – Coolman, Clark, Amos, Bennett, Jarvis, Lynch, Walker

ORD 19-072

Development

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land from Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend. ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- Request to move to full Council

Haire stated the will allow us to accept three parcels of land along the Tussing-Bachman ditch and the Bigerton Bend roadway and accepting those improvements; in future will have a bike trail along Bigerton Bend that will run from Waterloo to Gender Road; will also rename the small portion of east Canal Street to Bigerton Bend as it connects to Gender Road, but will still be Canal Street on the west side of Gender. Questions asked (cannot hear on audio) and responded to by Haire regarding maintenance and mowing.

Motion to move ORD 19-072 to full council made by Lynch; seconded by Coolman

Motion carried by the following vote:

Yes 7 – Lynch, Coolman, Amos, Bennett, Clark, Jarvis

Abstain 1 - Walker

F. Items for Discussion

Amos stated that a resident had asked about the lights at the crosswalk at Gender Road and Canal Street near the PNC Bank; Peoples replied the traffic light signal wiring was redone and there were some issues, but is working properly now.

G. Old/New Business**H. Public Meeting****ORD 19-071**

Development

An Ordinance to Authorize the Mayor to Enter into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- Tabled

Walker called the public meeting regarding Ordinance 19-071 as scheduled at 6:30 pm. Clerk read the ordinance title. Walker called Development Director Lucas Haire to the podium for a presentation on the ordinance.

Haire stated he wanted to give an overview of the proposed project and as to what led the city to the decision to pursue this project, and also provide opportunity for public comment and input; will allow a question and answer time. The overall goals of the project and a priority was to remain in the old town historical area to remain in the heart of the community and to keep services accessible to the community; also provide for a larger public meeting space with more technological capabilities; more space for community involvement; as you see this is not enough space for public meetings; provide expanded facilities for municipal operations to address current shortages and future growth; been in current municipal building since 1996; still growing in population and expanding services; allow for security upgrades that are necessary. Haire talked about the current condition of the community center such as flooding after rain, roof needs replaced, needs modernized, needs a lot of maintenance due to age of the building; the building was a shelter house that was enclosed and expanded to meet the needs of the community, but nearing the end of its useful life. Space is needed for police force as current space is too small and they need security upgrades; not ideal to have sheriff substation housed in the basement of this building; need to eliminate the increased expenditures to address maintenance on aging buildings.

Several alternatives were considered, such as purchasing land to construct a new building at sites on North High Street, Groveport Road, Gender Road and West Waterloo Street; looked at other buildings to purchase and renovate such as 30 Liberty Street and 108 North High Street, but renovations here would be extensive and parking would not be adequate; examined building an addition to 36 South High Street and making parking improvements in the area of Stradley Place and in the Old Town plan. Haire showed a diagram of a mock renovation of 36 South High Street and explained the various parts of the diagram; the scale and size of this council chamber would only increase to approximately 60, so not enough. This plan is estimated at \$1.5 million but would not solve all of the issues that are necessary to address. Jarvis asked about considering the old high school/middle school; Haire said the school district is using the building for administrative offices, certain programs, leasing options, the Barber Museum, the library and school board meetings.

The proposal for 45 East Waterloo Street includes moving the municipal operations from 36 South High

Street to 45 East Waterloo Street; moving town hall operations to new location; moving community center operations to new location; demolishing the existing community center and replacing it with a large public parking lot; there is potential to move the sheriff's department operations into 36 South High Street or expand into all of 10 North High Street; potential for the Columbus Metropolitan Library, Canal Winchester branch, to move into the building in the proposed open tenant space, plus they would share the large meeting space, because they have a need for the space during the day; the library board is authorized to investigate this option for the Canal Winchester branch; there is no lease signed, no letter of intent and we are working with them collaboratively for this space.

Haire stated the contract was entered into on August 16, 2019; it is for a proposed purchase of the 23,739 square feet building, 1.29 acres of land and 27 parking spaces; proposed purchase price is \$2.4 million or \$101 per square foot; the seller is financing the purchase at 4% interest for a ten year term, and this means the city would make quarterly payments of \$73,093.44. The seller put a condition in the contract stating the proposed municipal complex would be named "The Bob McDorman Building;" we do not know yet exactly how we would recognize this as the Bob McDorman Building. The contract indicated the city must close on the property by February 12; we are currently negotiating improvements, the layout of the space and budgeting with the Columbus Metropolitan Library regarding their location in the proposed tenant space.

The Mayor basically had a hand-shake agreement with Mr. McDorman that if he did not want to use the building at some point that he would give us the first right of refusal to purchase the space; there was not a written contract for this; after Mr. McDorman passed, Mrs. McDorman offered the property to the city at an appraised value price of \$3.2 million; we declined that offer, and the property was listed for sale at \$3.2 million. The property was appraised in January 2017 by the Robert Weiler Company for \$3.2 million; the original list price of the property was \$3.2 million; there are land value estimates of \$450,000; the appraisal indicates the cost to build this structure and develop the site was over \$2.3 million, but not including the cost of the land to McDorman of \$385,000; the appraisal indicates the cost to replace the building would have been over \$2.4 million in 2017; the contracted purchase price for the city is \$2.4 million, which is less than the cost to develop the building and site. Haire showed and explained diagrams of the proposed concepts for changes to the interior of the McDorman building, the community center and the surrounding parking areas. The building would have a shared entrance and lobby to be shared with the library and community center.

There would be a rear entrance for the parking in the rear of building.

Haire stated the city had a due diligence period completed on November 13; did due diligence by examining concepts for use of the site, preliminary cost estimates for the improvements, use of the current community center, did an ALTA survey and preliminary title search and commitment, consultations on preliminary necessary infrastructure improvements, and preliminary negotiations with a potential tenant for the eastern portion of the building. The preliminary estimates by the architect are for a cost of \$2.2 million to renovate the building for municipal use; this includes some of the common areas such as bathrooms. Potential concepts for the front and back entrances; changing the front to add a ramp and stairs for entry and on the rear adding a vestibule entry and add windows on the rear to add natural light. Many portions of the building are fiber cement board and brick, and parts of this need repaired or replaced. The proposed purchase meets the city requirements for a larger, safer building for employees, larger capacity for council meetings and public meeting space, will have overflow space in central lobby that is wired for sound, would be wired for video and audio recording of public meetings, more modern

facility for the community center, better facilities and security for the sheriff's department staff and deputies, more public parking in downtown area, utilizing a vacant building in the old town area, this building has been vacant since 2016, allows residents to engage with local government easily, and provides ADA compliant spaces for residents to use.

Walker stated he likes the idea of the library being a part of the building, and asked about terms of lease, etc.; Haire replied that we have not discussed any terms with the library, but he knows they want to expand as this location is very busy. Amos asked about the "return to owner" items on the demolition plan and if this means the city as owner or Mrs. McDorman; Haire replied these items would be returned to the city and they could potentially be used in other places around the city. Amos asked about the cost of the fiber cement board; Haire replied. Lynch asked about the senior center name of Frances Stuebe and if that would be retained; Lynch asked about the naming rights to the building, and that most families that want to name a building there is considerable cost to do so; Haire said Mrs. McDorman wrote it into the contract. Amos asked about the financing of this project and any additional debt the city will ask for; Jackson replied the city has no intention of asking residents for any funds; Jackson spoke about short term borrowing, long term debt issuance and funding for McGill Park at the same time; all of the city's larger debts will be falling off in the next ten years; our general fund is very healthy; generally spending less than we take in. Bennett asked if we have initial costs for renovating space for the sheriff's department; Jackson replied we have not evaluated what needs to be done for the sheriff's staff use; probably would not be any debt issuance the city would pay cash. Mayor said we would have to evaluate both potential buildings and renovation costs for both buildings and determine which would work best. Bennett asked about the type of impact this will have on city funds; Jackson spoke about looking at our revenue sources versus our expenditures. Bennett asked if the old town plan has ideas on what this building can be if not used for council; Haire replied that it was not directly decided, but it is a historic building and would be used. Lynch asked question, but I cannot hear it on the audio. Coolman asked about the city's growth pattern in past years, if police move to administration building, and library to tenant space, how much time before they outgrow their new space; Haire replied it would be ten to fifteen years down the road before any more changes or moves would be necessary. Bennett asked about the master park plan at McGill Park and how do we differentiate the spaces for rental; Jackson said they are two different spaces, the McGill Park space is large scale events such as weddings, and community center would be used for birthday parties, etc. Bennett asked about the capacity of these spaces; Haire said community center would accommodate 200 people seated assembly style like we have here; Mayor responded that McGill park would accommodate 200 people seated banquet style seating with a stage and dance floor. Lynch asked question, but I cannot hear it on the audio. Amos asked about the kitchen space for new community center; Haire replied about current library room and kitchen at community center. Mayor said we included an executive session room and it can be used for meetings during the day; library would have access to council chamber space. Clark asked about date of starting this project; Haire replied the closing on the building is in February, still need to do design-build proposals with contractors, will specify what we need to a contractor, maybe do a spring bid, maybe be on contractors schedule next summer. Mayor said this is what we think our needs are. Coolman asked about green technology; Haire said we have not looked at that, the roof may not be able to handle the loads. Bennett asked about the tenant completing their portion of the space and how much oversight would we have on this; Haire replied there would be coordination on this between us the landlord and the tenant, coordinating the mechanicals like HVAC, etc. it would be negotiated with potential tenant, any improvements the tenant makes to the space would become the property of the city if and when the tenant leaves.

Walker now called for any resident that wishes to speak to come forward to the podium, one at a time, state your name and write your name on the speaker form. As with all public speaking, there is a five minute limit.

Randy Stemen came forward to speak; he spoke about the idea to keep everything downtown; Mayor said we did a survey and that was the result. Stemen asked about the space beside this building; Haire responded the land is not big enough unless multiple levels and parking issues; Haire said we did evaluate that location. Stemen said it would be nice have a big council chamber and upgrading the senior center, too. Stemen said the town would also like bicycle paths, improved roadways, our own police department; should list all needs the town has, get community input and from there set highest priorities; he doesn't see the community input on this and we should table it until that is done.

Brian Buck (cannot clearly hear name on audio) came forward to speak. He said Bob McDorman would have named this town Corvette Winchester if he had the chance; he said McDorman was passionate about the Corvette; liked the physical legacy he built and disappointed to see it go away so rapidly; impressed by the stewardship of taxpayer money going into this; should keep petition family to keep the legacy alive by putting a 2014 Corvette in the building and a plaque with his legacy because that was the intention of that building.

Tracy Weiland came forward to speak. She is president of one of many organizations that meet at the community center; she said it is a community center, not a senior center; the senior citizens club uses it for gathering and is a family and some seniors can meet with people who have no other way to see people; the current building has flooding issues, electric issues, the roof leaks, renovations that need to be done; this is the perfect solution, could get more groups to meet in the new updated facility; would appreciate you voting for this.

Sal Mulderer (cannot clearly hear name on audio) came forward to speak. She likes living in a town with a downtown; if you don't grow you die; need to grow to keep going; people like it here; if you don't like growth find another community to live in; good public officials who examine things and are prepared and will answer our questions; glad I am old and I won't have to pay the taxes.

Cathy Giles came forward to speak. She asked if there were any other offers or proposals made from other citizens or businesses for this property; Haire responded that as far as he knows, no other offers came forward. She stated the library benefits in getting more space, and the city offices get more space, but the community center stays the same or loses space...is it possible for them to get more space? Mayor Ebert started to reply and Haire added that the community center gains about 20% useable space in the larger useable space, and useable meeting space, plus a twenty person conference room that can be used as it is adjacent to the community center space.

Bethany Ferguson came forward to speak. She said the library is definitely used in the current senior center. She asked about the proposed add on to this building; Haire clarified she is referencing 36 South High Street building, not town hall; Haire said that building renovation was not budgeted specifically, but more so to decide if it would fit the needs, and it would not accomplish anything with improving the community center, doesn't provide the amount of space needed for meeting of council, such as seating space for tonight's meeting, the McDorman plan provides more meeting space, and the other building would not provide any additional space for the sheriff's department. She replied it is all awesome and

that his presentation answered her other questions.

Marie Gibbons came forward to speak. She said she previously managed naming buildings for OSU, and a naming such as that can cost one-third of the cost of construction or renovations, and we may be missing out by not requesting an additional donation or similar from the McDorman family if they want to honor it. She commented that the city please retain the name of Frances Steube for the community center even if the building is torn down. She was my neighbor and she taught me a lot about being a good steward of our community and she worked tirelessly to keep our community as it is in the downtown area.

Bobbie Mershon came forward to speak. She commented on the structure of our government; the Mayor and staff should administrate and council's job is the power of the purse; you (council) have the ability to make choices like this, choosing what site you want for a new municipal building and community center; but the Mayor had lunch with Bob McDorman and staff meetings where council was not invited and made the determination of the site; council should be choosing the site, where are your choices; are you giving your power to them to choose it or do you want to choose it; we need another preliminary study done for the are behind 36 South High, make changes behind it and to Stradley area and the basement, but until you are able to look at both plans objectively then you are missing what we have council people for; the choice is yours not done in a staff meeting with the Mayor and his staff. Let's look at the site, it's taking a whole block of downtown and no tax dollars instead of developing it commercially, bringing in foot traffic for other businesses, too; don't want to take up such a big foot print of valuable property for a non-tax producing thing; you got all this space not getting any tax dollars from; there is nobody else even considering it at \$2.4 million which tells you it is over-priced; it doesn't make sense to me to do it this way; you need to go back to the start and look at two sites to see which one is most feasible for the growth of downtown and look at what the citizens want; no citizen asking for a new municipal building, they are asking for better safety services; at least three years of people telling you to improve your safety services and you are not doing it, is there a budget in the next year for a study to get this done. Walker informed her that the five minutes was up. She ended by saying you need to do the study and budgeting to see how many police officers you really need.

Clif Spruill came forward to speak. He has known Bob McDorman for over thirty years and bought cars from him, Bob talked about building a corvette museum in Canal Winchester, council meeting for him to purchase the property that was an eye sore, now it is nice; afterwards he brought in a vintage car to the museum, and then Bob got sick and didn't make it; he worked with Alice and he sold the car; took an envelope to Alice and said it was Bob's juice; she hugged him; it was a verbal and handshake agreement and he honored that agreement by giving the money to Alice; the building came up for sale because Alice could not pay the overheard, sold all the cars; said Bob told him he was going to donate the building to Canal Winchester but nothing was in writing; he thinks the city buying it is the right thing to do to honor Bob McDorman.

Pat DeWitt came forward to speak. She has heard everything, we want shops and this and that, but they may not last and come and go and then the building is empty; if you want a better police force then don't keep them shut up in the basement, find a better place for them; this proposal answers all of those needs; congratulate council on their intelligent questions and Mr. Haire's responses; she is really supportive of this building, we need it for the community center, need bigger meeting space; she is all for it.

Cindi Lynch came forward to speak. She said we have asked for safety and if we had a bigger building we

could do that; need safety for our seniors and our community, some people afraid to go to Walmart; people asking for more safety; agree we need a community center; it is a busy building; need a bigger building; should go opposite way instead of the library; no letter of intent from library, but we are giving them the bigger space but the senior center needs a bigger space, need another meeting besides in January; it needs to be bigger to be a community center.

Walker asked if there was any other resident who would like to speak (pause); last chance. Bobbie Mershon stated she had another question; Hollins and Walker responded that she could still submit her questions or comments in writing. General talking in the room on the audio.

Liana Obert came forward to speak. She agrees with what Bobbie had to say that you need more studies on it; She said I don't think you can go forward with a closed door meeting from the Mayor without asking anyone else what they think, the Mayor can just do what he wants to do, we'll read it, we'll vote on it, here we go; let's talk about the other space and see what it is going to cost; Liana turned to Bobbie and asked her what else; and Walker called for order. Liana asked who paid for the paving of the parking lot behind McDorman; Haire replied it is currently a public parking lot, the city paid for this and the public parking easement, Mayor stated at the approval of council.

Seth Melvin came forward to speak. He asked about the demo and new paving for the community center and what it will cost; Haire replied the estimate is around \$200,000 for the demo and paving, not including furniture and fixtures. He thinks it should be a Canal Winchester police department; asking if it's a county police department, Mayor said they are here all day every day all the time, Jackson said we have a dedicated substation; Sgt. Hendershot said we have two cars at all times and dedicated people here. He thinks we need more officers and more space for them and not overspend on what we are talking about doing here. Walker stated the issue and discussion about the senior center demo and paving was discussed at the last meeting.

Mayor commented about people saying this was all done in secret. Council knows we had several executive sessions on this matter and it has been going on for several months; they knew about it.

Walker thanked all the residents for coming out to speak tonight; he asked what is the will of council at this time.

Lynch stated he likes the concept of this proposal and thanked Haire for his presentation and information; other pieces of the puzzle like police and safety; talking about the debt; wants a clearer understanding of where money is coming from for future police expansion and McGill Park, he would like to see this in writing so that resident's questions can be answered. Wants to be more comfortable with the numbers; Jackson stated we have covered this before, police issues have to be covered each year as needed, possible levy for a police force of our own, would need voter approval, but we are not there yet; McGill Park will be broken down into phases of funding to be affordable for us so that we don't take on more than is appropriate, awarded a half million dollar grant for the park, part of park paid for by cash; Lynch asked how this will be paid for over time. Bennett interjected, saying he believes Lynch doesn't want the McDorman proposal to compromise the timeline of McGill Park, because the park is a greater need and want for the community and residents to use; Mayor asked how McGill park will solve police officer space; Bennet said it doesn't but we have a huge lack of space for recreation, desperately need those fields and space for holding events; Mayor said this is part of phase one. Amos commented we are two

years out for using those soccer fields with grass and fertilization issues and we have not begun to do anything with this; Mayor said it was beyond our control; Jackson said we would jeopardize federal funding if we moved forward before contracts are complete. Amos asked what year did we purchase the park; Jackson replied 2017.

Hollins stated it would be appropriate at this time to remove it from the table, or at least get a motion to remove it, if not four votes to remove it, then it would continue to be tabled; Amos asked if not removed from the table would it jeopardize the date of purchase; Hollins said we have an outside February date for council to authorize the agreement; Walker stated it can always move it to full council and it can be stopped at any time; Hollins said but to do so you have to remove it from the table. Walker asked if there was any other discussion with council at this time.

***Motion to untable ORD 19-071 made by Clark; seconded by Coolman
Motion carried by the following vote:***

Yes 4 – Clark, Coolman, Amos, Walker

No 2 – Bennett, Lynch

Abstain 1 – Jarvis

(During verbal voting, Amos voted yes, stated knowing we can still make adjustments as we move forward; Jarvis voted as abstaining because he won't be here for the final vote)

Motion to move ORD 19-071 to full council made by Clark; seconded by Coolman

Motion carried by the following vote:

Yes 5 – Clark, Coolman, Amos, Jarvis, Walker

No 2 – Bennett, Lynch

I. Adjournment

***Motion to adjourn made by Lynch; seconded by Bennett
Motion carried by the following vote:***

Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Jarvis, Walker

Adjourned at 8:07 pm

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

December 16, 2019

7:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order at 8:19 pm

B. Pledge of Allegiance - Walker

C. Roll Call

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

D. Approval of Minutes

[19-054](#)

Minutes 12-2-19 Work Session ([Minutes](#))

[19-055](#)

Minutes 12-2-19 Full Council ([Minutes](#))

Motion to approve minutes from 12-2-19 for work session and council meeting made by Coolman; seconded by Lynch

Motion carried by the following vote:

Yes 6 – Coolman, Lynch, Amos, Bennett, Clark, Walker

Abstain 1 - Jarvis

E. Communications & Petitions

[19-101](#)

Madison Township Police Department - Chief Gary York ([November 2019 Statistics](#))

Madison Township Chief of Police, Gary York, was present to answer questions regarding his report on the November police statistics. Discussion ensued regarding recent police calls, shift times and activities during those shifts, and the status of the city resolution of intent with the county prosecutor.

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

[RES 19-030](#)

Finance

A Resolution to Approve the Distribution of 2020 Bed Tax Grant Funds ([Resolution, Exhibit A](#))

- Adoption

Amos stated her motion to adopt once the pending question to the school district regarding the dictionaries from the Rotary Club is addressed; She approves the funding request but would like to have the school district response; Rotary amount to be funded, but actual project to be determined; the Rotary could amend their grant application; Jarvis stated that both parties would have to consent to the change if it came to that; Haire stated that providing dictionaries is a national project done by the Rotary, he doesn't believe they would intend to do anything different than that. Hollins said we can approve it as is, and then we won't spend the funds and they may need to re-apply at that time. Amos then motioned to adopt the resolution without any conditions.

Motion to adopt RES 19-030 made by Amos; seconded by Lynch

Motion carried by the following vote:

Yes 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

RES 19-031

Mayor

A Resolution Approving the Mayor's Appointment of Joe Wildenthaler to Serve a Three Year Term as a Member of the Personnel Board of Review Expiring on December 31, 2022 ([Resolution](#))

- Adoption

***Motion to adopt RES 19-031 made by Coolman; seconded by Walker
Motion carried by the following vote:***

Yes 7 – Coolman, Walker, Amos, Bennett, Clark, Jarvis, Lynch

H. ORDINANCES

Tabled

Third Reading

ORD 19-063

Development

Sponsor: Lynch

An Ordinance Authorizing the Mayor and Clerk to Accept and Execute the Plat for Villages at Westchester Section 13, Phase 2 ([Ordinance, Exhibit A, Exhibit B](#))

- Adoption

***Motion to adopt ORD 19-063 made by Lynch; seconded by Coolman
Motion carried by the following vote:***

Yes 7 – Lynch, Coolman, Amos, Bennett, Clark, Jarvis, Walker

ORD 19-065

Finance

Sponsor: Lynch

An Ordinance to Authorize the Mayor to Enter into an Agreement with the Canal Winchester Historical Society for the Period January 1, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

- Adoption

***Motion to adopt ORD 19-065 made by Lynch; seconded by Amos
Motion carried by the following vote:***

Yes 7 – Lynch, Amos, Bennett, Clark, Coolman, Jarvis, Walker

ORD 19-066

Finance

Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter into a Health Services Contract with Franklin County Public Health ([Ordinance, Exhibit A](#))

- Adoption

***Motion to adopt ORD 19-066 made by Bennett; seconded by Lynch
Motion carried by the following vote:***

Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Jarvis, Walker

ORD 19-067

Finance

Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter into an Agreement for Legal Services with Frost, Brown, Todd, LLC for the Period January 1, 2020 Through December 31, 2021 ([Ordinance, Exhibit A](#))

- Adoption

***Motion to adopt ORD 19-067 made by Bennett; seconded by Walker
Motion carried by the following vote:***

Yes 7 – Bennett, Walker, Amos, Clark, Coolman, Jarvis, Lynch

ORD 19-069

Finance

Sponsor: Amos

An Ordinance for the 2020 Appropriations ([Ordinance, Exhibit A](#))

- Adoption

Motion to adopt ORD 19-069 made by Amos; seconded by Coolman
Motion carried by the following vote:

Yes 7 – Amos, Coolman, Bennett, Clark, Jarvis, Lynch, Walker

ORD 19-070

Finance

Sponsor: Bennett

An Ordinance to Establish City Employee Salary Ranges ([Ordinance, Exhibit A](#))

- Adoption

Motion to adopt ORD 19-070 made by Bennett; seconded by Amos
Motion carried by the following vote:

Yes 7 – Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

Second Reading

First Reading**ORD 19-071**

Development

An Ordinance to Authorize the Mayor to Enter into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC

If moved from work session to full council, then first reading only
([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- First Reading Only

Clark stated first read only

ORD 19-072

Development

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land From Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- First Reading Only

Lynch stated first read only

I. Reports

Mayor's Report

19-110Report ([Mayor's Report](#))

Fairfield County Sheriff

19-111Report ([Report](#))

Law Director

Finance Director

19-112Finance Report ([Report](#))

Public Service Director

[19-113](#)Public Services Report ([Report](#))*Development Director***J. Council Reports***Committee of the Whole - Monday, December 30, 2019 at 6 p.m. (If Needed)****Council decided the Committee of the Whole meeting on December 30, 2019 is not needed due to lack of an agenda and topics.****Work Session/Council and Swearing-in Ceremony- Monday, January 6, 2020 at 6 p.m.**Conversation with Council Informal Meeting - Tuesday, January 14, 2020 at 7 p.m., at the Community Center**Work Session/Council - Tuesday, January 21, 2020 at 6 p.m.**CW Human Services - Mr. Lynch**CWICC - Mr. Clark**CWJRD - Mr. Bennett/Mrs. Amos**Destination: Canal Winchester - Mr. Walker***K. Old/New Business*****Jarvis expressed his gratitude for serving on council and his respect for all of the members; he said it has been an honor and a privilege to serve.*****L. Adjourn to Executive Session (if necessary)****M. Adjournment*****Motion to adjourn made by Lynch; seconded by Bennett******Motion carried by the following vote:******Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Jarvis, Walker******Adjourned at 8:53 pm***

ORDINANCE NO. 19-071

**ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE
PURCHASE AGREEMENT FOR THE PURCHASE OF
45 EAST WATERLOO STREET, CANAL WINCHESTER, OHIO
OWNED BY BOB MCDORMAN REAL ESTATE, LLC**

WHEREAS, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) owned by Bob McDorman Real Estate, LLC for public purposes; and

WHEREAS, the parties have reached an agreement on price and closing conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized and directed to enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located at 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) as fully described in said agreement, in the amount of \$2,400,000 with the remainder of the terms and conditions set forth within the agreement.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of the last date of execution on the signature page below ("Effective Date") by and between Bob McDorman Real Estate, LLC, an Ohio limited liability company having a mailing address at 6500 Lithopolis Winchester Road, Canal Winchester, Ohio, 43110 (collectively, the "Seller"), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the "Buyer"). The Buyer and Seller may be sometimes individually referred to as a "Party" or collectively referred to hereafter as the "Parties."

RECITALS

- A. Seller is the owner of certain land described more particularly in Section 1 below.
- B. Seller desires to sell the Property and Buyer desires to purchase the Property all on the terms and subject to the conditions set forth herein;

WHEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and other valuable consideration, the parties agree as follows:

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251 and 184-003232, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference, together with all buildings, appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the "Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall equal Two Million Four Hundred Thousand Dollars (\$2,400,000.00), subject to the debits and credits expressly provided for in this Agreement. The purchase amount shall be evidenced by a - Promissory Note (the "Note") in a form to be agreed upon by the Parties during the Review Period defined below, providing for quarterly installments of principal and interest amortized over ten (10) years at an interest rate of four percent (4%) per annum, with a maturity date on the tenth (10th) anniversary of the Closing Date. The Note shall be secured by a Mortgage (the "Mortgage") on the Property, in a form to be agreed upon by the Parties during the Review Period defined below, given by Buyer to Seller. The Parties acknowledge that the interest paid will be tax free to Seller per letter provided by Buyer's legal counsel on which Buyer shall have the right to rely. The Note shall provide that it cannot be prepaid for any reason, unless consented to by Seller.

3. Deposit. Buyer shall deliver to the Escrow Agent (as that term is defined in Section 4 below) within three (3) business days after the Effective Date, an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit"), which will be applied against the Purchase Price at Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent ("Escrow Agent") and the title agent issuing the Title Commitment (as that term is defined in Section 7 below). The "Opening of Escrow" shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the "Close of Escrow" or "Closing" of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer's delivery of written notice that the contingencies set forth in Sections 6 and 7 below have both been satisfied.

5. Review. Buyer shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer's sole and absolute discretion.

(b) Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property: (i) any and all engineering, physical condition, soils, geological and/or environmental reports or studies and any other kinds of third-party inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; (iii) any leases, service contracts or other kinds of contracts affecting the Property; and (iv) any other item reasonably requested by Buyer (collectively "Property Materials"). The Property Materials will be delivered "as is" for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

(c) During the Review Period, Buyer and its authorized agents, affiliates, employees and contractors may enter upon the Property at its and their sole risk and expense for the purpose of conducting development, architectural, engineering, economic and other studies, and physical, soils, geological, environmental, and other inspections of the Property to determine the condition of the Property. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur.

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property including, without limitation, Seller's title in and to all coal, oil, gas and other mineral rights, all as set forth more particularly in Section 6 below.

(e) Buyer's investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer's sole cost and expense. Promptly upon completion of any such

investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller.

(f) In the event Buyer does not notify Seller, in writing on or before the expiration date of the Review Period, that it is satisfied with its investigations of the Property, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer.

6. City Council Approval. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Council Approval Period") to obtain the passage of all necessary and appropriate legislation from the City Council for the City of Canal Winchester, Ohio, to permit and authorize the purchase of the Property and to appropriate the necessary funds required for Closing under this Agreement. In the event Buyer is unable to obtain the passage of such legislation by the end of the Council Approval Period, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer

7. Title Commitment and Survey.

(a) Title Commitment. Within twenty (20) days of the Effective Date, Buyer shall cause Escrow Agent, at Buyer's expense, to provide Buyer and Seller with a preliminary title insurance commitment with legible copies of all underlying documents and title matters affecting the Property (the "Title Commitment"). The Title Commitment shall be issued by the Escrow Agent as an agent for a nationally recognized title insurance company (the "Title Company") and shall be accompanied by a closing protection letter issued by the Title Company. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Title Objection Notice") of any objections to the matters contained in the Title Commitment. The Title Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. Seller shall have ten (10) business days after receipt of Buyer's Title Objection Notice within which to advise Buyer in writing ("Seller's Title Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Title Notice shall be a deemed Seller's Title Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Title Notice to either:

- (i) send a notice ("Buyer's Title Acceptance Notice") to Seller waiving any uncured matters set forth in its Title Objection Notice; or,
- (ii) elect not to submit a Buyer's Title Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,
- (iii) send a termination notice to Seller terminating this Agreement.

Sending the Buyer's Title Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Title Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(b) Survey. Buyer, at Buyer's expense, shall order an ALTA survey of the Property (the "Survey") for Buyer's review. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Survey Objection Notice") of any objections to the matters contained in the Survey. The Survey Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. The Survey Objection Notice shall also contain a copy of the Survey that is the subject of the objection. Seller shall have ten (10) business days after receipt of Buyer's Survey Objection Notice within which to advise Buyer in writing ("Seller's Survey Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Survey Notice shall be a deemed Seller's Survey Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Survey Notice to either:

- (i) send a notice ("Buyer's Survey Acceptance Notice") to Seller waiving any uncured matters set forth in its Survey Objection Notice; or,
- (ii) elect not to submit a Buyer's Survey Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,
- (iii) send a termination notice to Seller terminating this Agreement.

If Buyer causes a Survey to be undertaken and subsequently terminates this Agreement, Buyer agrees to deliver a copy of the Survey to Seller. Sending the Buyer's Survey Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Survey Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. At Closing, Seller shall convey to Buyer good and indefeasible title in and to the Property, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning and other governmental ordinances; (d) legal highways; (e) taxes and assessments which are a lien but not yet due and payable; (f) covenants, restrictions, conditions, easements and other matters of record or otherwise known to Buyer; (g) matters that would be disclosed by an accurate survey of the Property and (h) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (collectively "Permitted Exceptions"). In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent a seller's affidavit in accordance with community custom.

8 Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any

new: mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property, or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

9. Title Insurance; Deed. At the Close of Escrow, Escrow Agent shall deliver to Buyer a proforma title policy (the "Title Policy") issued pursuant to the Title Commitment as finalized pursuant to Section 6 above, containing only the Permitted Exceptions established under the terms of this Agreement committing the Title Company to issue within a reasonable time after the Close of Escrow, at Seller's expense, the Title Policy insuring title to the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. At Close of Escrow, Seller shall deliver to Buyer for recordation by Escrow Agent, the Deed, free and clear of all liens or any other monetary obligations, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

10. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 10(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

(i) Seller has good and indefeasible fee simple title to the Property. This item shall expire at Closing.

(ii) To Seller's current, actual knowledge, there is no litigation or proceeding pending or threatened against or relating to either the Property and/or Seller's ability to consummate the transactions contemplated hereby, and Seller has received no notice of any pending, threatened or contemplated condemnation actions or special assessments with respect to the Property.

(iii) There are no parties in possession of any part of the Property.

(iv) Seller has not received any written notice of violations of any environmental or other laws applicable to the Property that remain uncured as of the date hereof.

(v) Seller is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Seller has been duly authorized to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or, to Seller's current, actual knowledge, violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property.

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or

registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

(vii) To Seller's current, actual knowledge there are no contracts, purchase options or other contractual agreements that in any way affect the Property except as may be set forth in the Title Commitment.

(viii) If any of the persons executing this Agreement on behalf of Seller is an individual, and if any such individual is not identified as having a spouse, such individual represents and warrants that the signature of his/her spouse, if any, is not required in order to either execute this Agreement or to undertake all obligations imposed upon Seller under the terms of this Agreement in order to effectively close the purchase and sale of the Property.

As used in this Section 10(a), the words "to Seller's current, actual knowledge", or similar wording, means to the then current, actual (and not implied or constructive) knowledge of Alice F. McDorman, without any obligation of investigation or inquiry.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 10(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) The execution, delivery and performance by Buyer of this Agreement and the performance by Buyer of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required.

(ii) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(iii) To Buyer's current, actual knowledge, there is no litigation or proceeding pending or threatened against Buyer which could have a materially adverse effect on Buyer's ability to perform its obligations hereunder.

11. Prorations and Closing Costs. The Buyer and the Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; and (iii) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

(b) Any Other Operating Expenses. Any other operating expenses relating to the Property shall be paid by the Seller, such as mowing contracts, lawn service, utility charges or other similar expenses. The parties expressly acknowledge and agree that Buyer shall have no obligation to assume any contracts or other obligations in any way relating to the Property.

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Policy other than the cost of any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 7 above; and (iii) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Commitment; (iii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iv) the cost of the Survey; and (v) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

12. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property and each Party agrees to indemnify the other for any claims therefore.

13. Closing Documents. On or before 12:00 noon on the day of Closing, the Buyer and Seller shall deliver the following respective documents to the Escrow Agent:

(a) Seller.

(i) the Deed, subject only to Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

(iii) such other documents as are required by the Title Company and/or are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) Buyer.

(i) the Note and Mortgage, properly executed and, as to the Mortgage, notarized;

(ii) any additional funds necessary for Closing;

(iii) executed counterparts of any other documents listed in Section 13(a) required to be signed by the Buyer;

(iv) such other documents as are required by the Title Company and/or are reasonably required to fulfill all of Buyer's obligations under this Agreement.

14. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

15. Termination. In the event this Agreement is terminated, or deemed to have been terminated, as provided herein, this Agreement shall be deemed null and void and of no further force and effect, and neither party shall have any further obligation or liability to the other in connection with or under this Agreement except for those covenants that, by their nature, are intended to survive the termination hereof. In the event of a termination, as expressly provided in this Agreement, the Escrow Agent shall deliver any documents delivered to it back to the party which sent the respective documents to the Escrow Agent.

16. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

17. Notice. All notices given under this Agreement shall be in writing and delivered either by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. If any party

has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller: Bob McDorman Real Estate, LLC
6500 Lithopolis-Winchester Road
Canal Winchester, Ohio 43110
Email: alicemcdorman@aol.com

With a copy to:

Steven G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Road, Suite 355
Columbus, Ohio 43220
Email: sgg@sgentrylaw.com

If to Buyer: City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

With a copy to:

James S. Gray, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: jgray@fbtlaw.com

If to Escrow Agent: AmeriTitle Downtown
150 E. Main Street, Suite 1A
Columbus, Ohio 43215
Attention: _____
Email: _____

18. Miscellaneous. This Agreement may be changed, waived, or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs, executors, administrators, legal and personal representatives, as applicable. Buyer may not assign its rights under this Agreement without the prior written consent of Seller except that Buyer may assign its rights under this Agreement to another public entity or to an entity set up and controlled by Buyer for the purpose of taking title to the Property without the consent of Seller. The captions of the several sections of this

Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms of this Agreement. The parties specifically acknowledge, represent, and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

19. Conveyance As-Is. Except as expressly set forth herein, (a) Seller makes no representation or warranty of any nature about the condition of the Property or its fitness of any particular purpose, and (b) Buyer acknowledges that the Property is being sold "as-is" and "with all faults" as of the date of Closing.

20. Building Name. Buyer agrees that the Building shall be named the "The Bob McDorman Building" and that this obligation shall survive Closing.

[End of Agreement – Signatures on Next Page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Agreement.

SELLER:

BOB MCDORMAN REAL ESTATE, LLC, an
Ohio liability company

By: Alice F McDorman

Name: ALICE F McDORMAN

Title: AGENT

Date: AUGUST 12, 2019

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio
municipal corporation

By: Michael Ebert

Michael Ebert, Mayor

Date: 8-16, 2019

Exhibit A-1

Legal Description

Tract 1:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lots No. 21, 22, and 23 in DOVE'S ADDITION to the Village (now City) of Canal Winchester as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio.

Parcel Numbers: 184-000019, 184-000020, 184-000021.

N9
All of
(184)
19,
20,
21

Tract 2:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being 119 feet off of the northerly end of 35 feet off of the easterly side of Lot Number 24 in DOVE'S ADDITION, to the Village (now City) of Canal Winchester and the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 142, Recorder's Office Franklin County, Ohio.

Parcel Number. 184-000360.

N9
All of
(184)
360

Tract 3:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 24 in DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio, except 35 feet off the east side of said lot.

Parcel Number. 184-000257

N9
All of
(184)
257

Tract 4:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 25 In DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat book 3, page 142, Recorder's Office Franklin County, Ohio except a strip off of the southerly end of said lot conveyed to the Scioto Valley Traction Company by deed recorded In Deed Book 361, Page 348, Franklin County Recorder's Office.

EXCEPTING THEREFROM the following:

Being a strip of land off the rear of the grantor's Lot No. 25 Dove's Addition to the Village of Canal Winchester, Ohio, said strip to include all the land lying between the Ohio Canal and a ditch through the lot and parallel to said canal, said ditch being 56 to 63 feet North of the Centerline of the final location of the Scioto Valley Traction Company and containing 1/10 of an acre, more or less.

Parcel Number: 184-000321



N9
All of
(184)
321

SCHEDULE C

Exhibit A

File Number: 06-6386

Policy Number: 06-6386

Situated in the County of Franklin, State of Ohio and in the Township of Madison, Canal Winchester Corp:

TRACT 1: Beginning at a point on the west line of Middle Alley, in the Village of Canal Winchester, Ohio, 980.2 feet, southerly from the northeast corner of Lot 25, of Reuben Dove's Addition; thence southerly with the west line of Middle Alley, 31.8 feet to a point 24.2 feet north of the old center line of the track of The Scioto Valley Railway & Power Company, measured at right angles thereto; thence westerly, running 122.0 feet south of and parallel with the south line of Waterloo Street 82.5 feet to the east line of Lot 24, of a point 24.35 feet north of the old center line of the track; thence northerly, with the west line of Lot 24, 38.65 feet to a point in the center of a former ditch; thence southeasterly, with the center line of said former ditch, 82.72 feet to the point of beginning, containing 0.069 of an acre of land, more or less; being part of the south half of Lot 25 (now no. 227) of Reuben Dove's Addition to the Village of Canal Winchester, Ohio, being tract no. 17 of deed from Henry B. Peters to C. T. Edmonds, April 8th, 1932, and part of the land conveyed to The Scioto Valley Traction Company by D. C. Young, December 198, 1901; recorded in Vol. 967, page 398, and Vol. 361, page 346, Franklin County, Ohio, Records of Deeds.

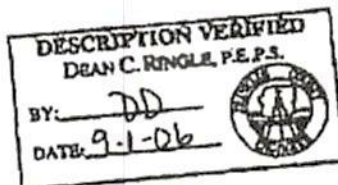
TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 82.5 feet to the west line of Middle Alley; thence southerly with the west line of Middle Alley, 10 feet to the point of beginning, containing .019 of an acre, more or less.

TRACT 3: Beginning at a point, the southeast corner of Lot 24, of Reuben Dove's Addition to the Village of Canal Winchester, Ohio; thence westerly with the south line of said Lot 24, 35.0 feet to a point; thence northerly 10.0 feet parallel with the east line of said Lot 24, to a point; thence easterly running 10.0 feet north of and parallel with the south line of said Lot 24, 35.0 feet to a point; thence southerly with the line between Lots 24 and 25, 10 feet to the point of beginning. Containing 0.008 of an acre of land, more or less, and being part of Lot 24 conveyed to the Scioto Valley Traction Company by J. T. Flinchbaugh, May 20, 1902; recorded in Vol. 356, page 1555, Franklin County, Ohio, records of Deeds.

TRACT 4: Being three (3) feet off of the south end of the following described real estate: Being ³⁵33 feet off of the east side of Inlot Number 24 in Dove's Addition to the Village of Canal Winchester, Ohio, as the said Lot is numbered and shown on the recorded plat of said Addition, except such portion of said lot as was heretofore conveyed to The Scioto Valley Traction Company off of the South end of said Lot.

aka 15 S. Trine St., Canal Winchester, Oh 43110

N-9 alley
(134)
251



DESCRIPTION OF A FOUR (4) FOOT STRIP
SOUTH OF WATERLOO STREET
WEST OF TRINE STREET

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 30, Township 15, Range 20, Congress Lands East of Scioto River, being a four (4) foot wide strip of land along the northerly extent of the historic Ohio and Erie Canal as demonstrated on the Ohio & Erie Canal Plat No. 148 on file with the Ohio Department of Natural Resources, Canal Lands Office, and being out of that 1.291 acre tract as described in a Governor's Deed to the Village of Canal Winchester, filed August 6, 1964 of record in Deed Book 2581, Page 545, all references to records are on file in the Recorder's Office, Franklin, County Ohio, said strip being more particularly described as follows:

Commencing at a 5/8" rebar with a plastic cap stamped "E.P. Ferris Surveyor 8230" found at the northeasterly corner of Lot 25 as delineated on the plat of "Reuben Doves Addition" of record in Plat Book 3, Page 142 and being the intersection of the southerly right of way line of Waterloo Street and the westerly right of way of Trine Street;

Thence South $30^{\circ}22'10''$ West, along the easterly line of said Lot 25, the westerly line of said Trine Street, passing a mag-nail found at a distance of 90.21 feet, a total distance of 132.00 feet to a mag-nail found at the southeasterly corner of said Lot 25, in the northerly line of said 1.291 acre tract and being the True Place of Beginning of the strip of land herein described:

Thence South $30^{\circ}22'10''$ West, continuing along the westerly line of said Trine Street, into said 1.291 acre tract, a distance of 4.00 feet to a mag-nail set;

Thence North $59^{\circ}57'59''$ West, through said 1.291 acre tract, along a line parallel to the northerly line of said 1.291 acre tract, a distance of 412.06 feet to an iron pin set;

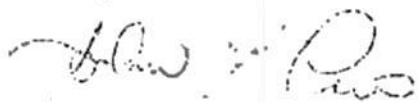
Thence North $30^{\circ}02'01''$ East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South $59^{\circ}57'59''$ East, along the northerly line of said 1.291 acre tract, along the southerly line of said "Reuben Doves Addition", a distance of 412.08 feet to the True Place of Beginning and containing 0.037 acre of land.

Bearings are based on South $59^{\circ}57'59''$ East along the southerly right of way line of Waterloo Street and are referenced to the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS) utilizing GPS observations of the Ohio Department of Transportation Virtual Reference Stations from a survey of the premises by others.

The foregoing description has been prepared by BRH Group, Inc. from an actual field survey of the premises on April 8, 2013. Iron pins set are 5/8" rebar, 30" long with a plastic cap stamped "BRH Group".

BRH Group, Inc.



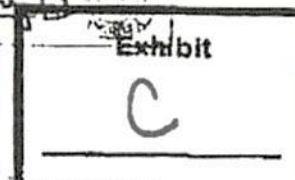
John L. Price
Professional Surveyor No. 7159
(Project 40294)

08/02/2013

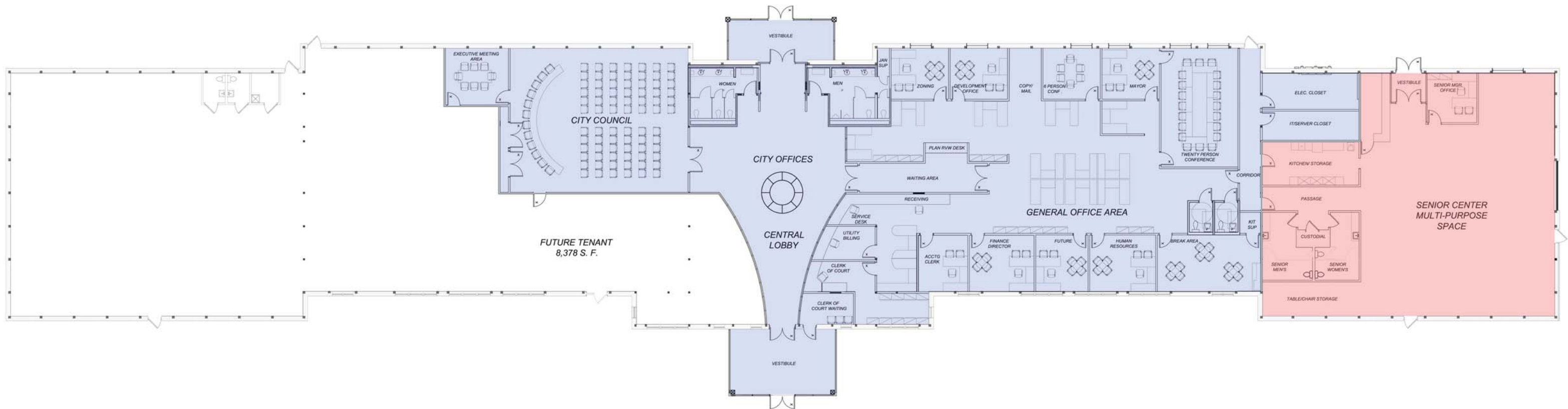


N-9
Split
0.037 ft
outlet
(184)
751

DESCRIPTION VERIFIED
DEAN C. RUSSELL P.E.
BY: 
DATE: 12 Aug 13



0128850.0615530 4851-0473-8207v1



BOB McDORMAN BUILDING
 PROJECT: CANAL WINCHESTER CITY OFFICES
 10/17/2019

FMS

FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

Discussion on Canal Winchester Municipal Operations

City Council Public Meeting
December 16, 2019

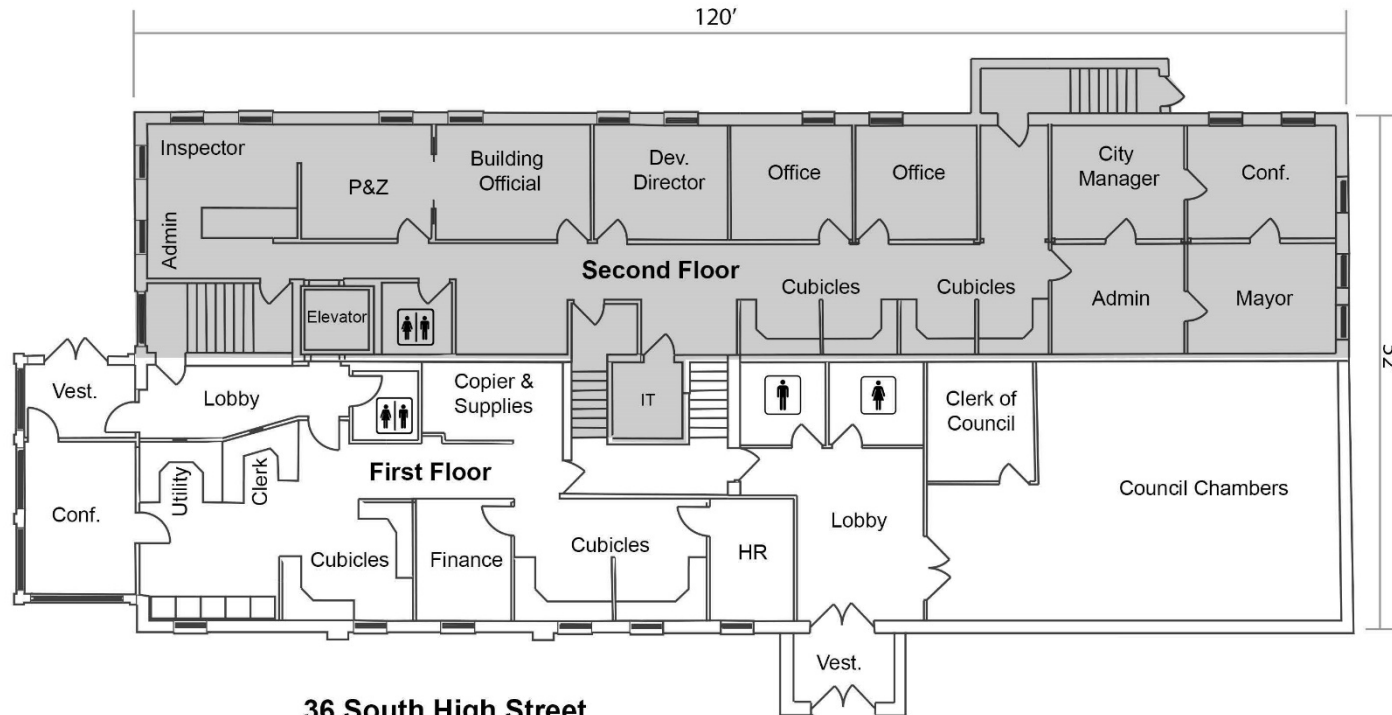
Goals of the Proposed Project

- ◆ Centralize municipal operations within the Old Town area of Canal Winchester so the municipal operations remain in the heart of the community.
- ◆ Provide for a larger public meeting space to allow for more resident engagement in an accessible location with modern technological capabilities.
- ◆ Provide for expanded area for municipal offices to address current shortage and opportunity for future growth as our City expands.
- ◆ Provide for security upgrades for our existing operations.
- ◆ Provide expanded area for the community center and modernize that operation and facility in a secure and structurally sound building.
- ◆ Provide for a larger structure with dedicated parking and security upgrades for growth in our law enforcement needs.
- ◆ Eliminate necessary expenditures to address deferred maintenance on aging buildings.

Alternatives considered

- ◆ Purchase a land site to construct a new building – examined sites on North High Street, Groveport Road, Gender Road, and West Waterloo Street.
- ◆ Examined alternate buildings for purchase and renovation – 30 Liberty Street, 108 N. High Street.
- ◆ Examined a proposed building addition to 36 S. High Street in association with the parking improvements proposed in the Stradley Place plan in the Old Town Plan.

Alternatives Considered



36 South High Street

Existing: 3,408 sq. ft.

New: 6,528 sq. ft.

Excluding Basement



The Proposal - 45 East Waterloo Street

- ◆ Moving the Municipal Building operations from 36 S. High Street to 45 East Waterloo Street.
- ◆ Moving the Town Hall operations from 10 N. High Street to 45 East Waterloo Street.
- ◆ Moving the Community Center operations from 22 S. Trine Street to 45 East Waterloo Street.
- ◆ Demolishing the existing building at 22 S. Trine Street and replacing the structure with a larger public parking lot.
- ◆ Potential for Sherriff's Department operations to expand in 10 N. High Street or relocate to 36 S. High Street.
- ◆ Provides the potential for the Columbus Metropolitan Library to relocate the Canal Winchester branch into the building – pending further negotiations and approvals. Thereby doubling the size of their space within our community.

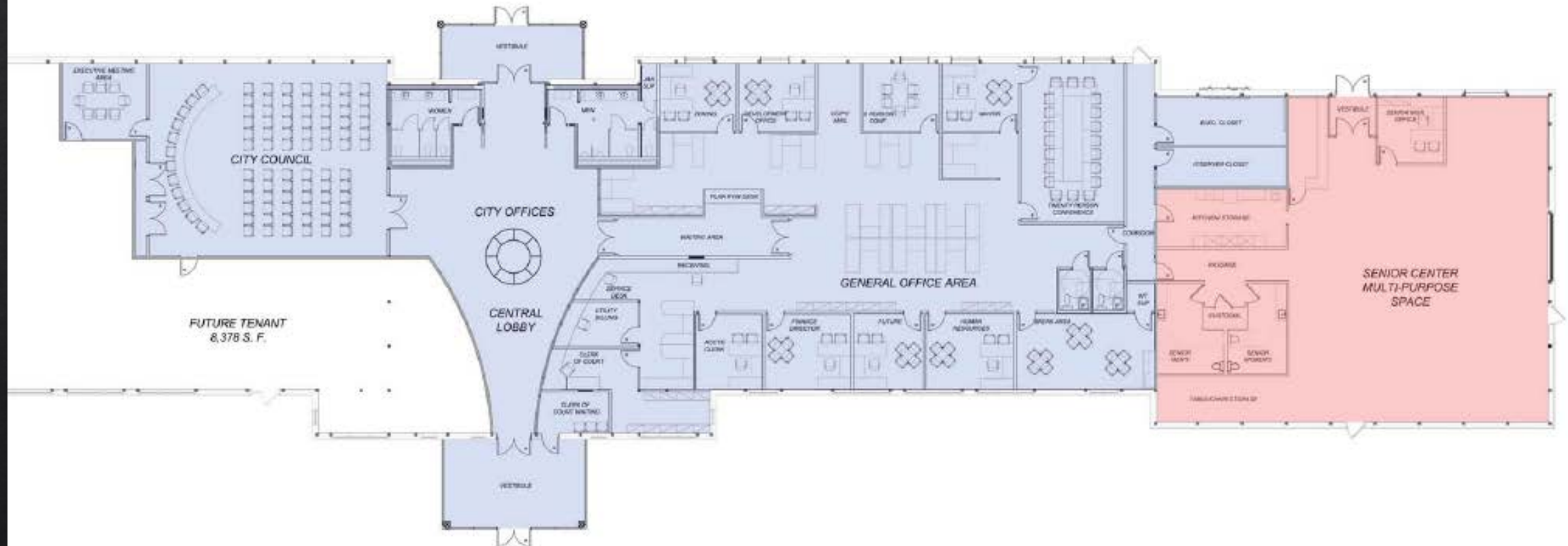
Contract Details

- ◆ Entered into contract on 08/16/2019
- ◆ Proposed purchase of the 23,739 square feet building, 1.29 acres, and 27 parking spaces.
- ◆ The proposed purchase price is \$2,400,000 or (\$101/square foot)
- ◆ The seller is financing the purchase of the property at 4% interest for a 10-year term.
- ◆ The city will make quarterly payments – 40 payments of \$73,093.44
- ◆ The seller placed the condition on the sale that the proposed municipal complex will be named “The Bob McDorman Building”.
- ◆ The City must close on the property by February 12, 2019.
- ◆ Currently negotiating improvements, space layout and budgeting with the Columbus Metropolitan Library regarding their location in the proposed tenant space.

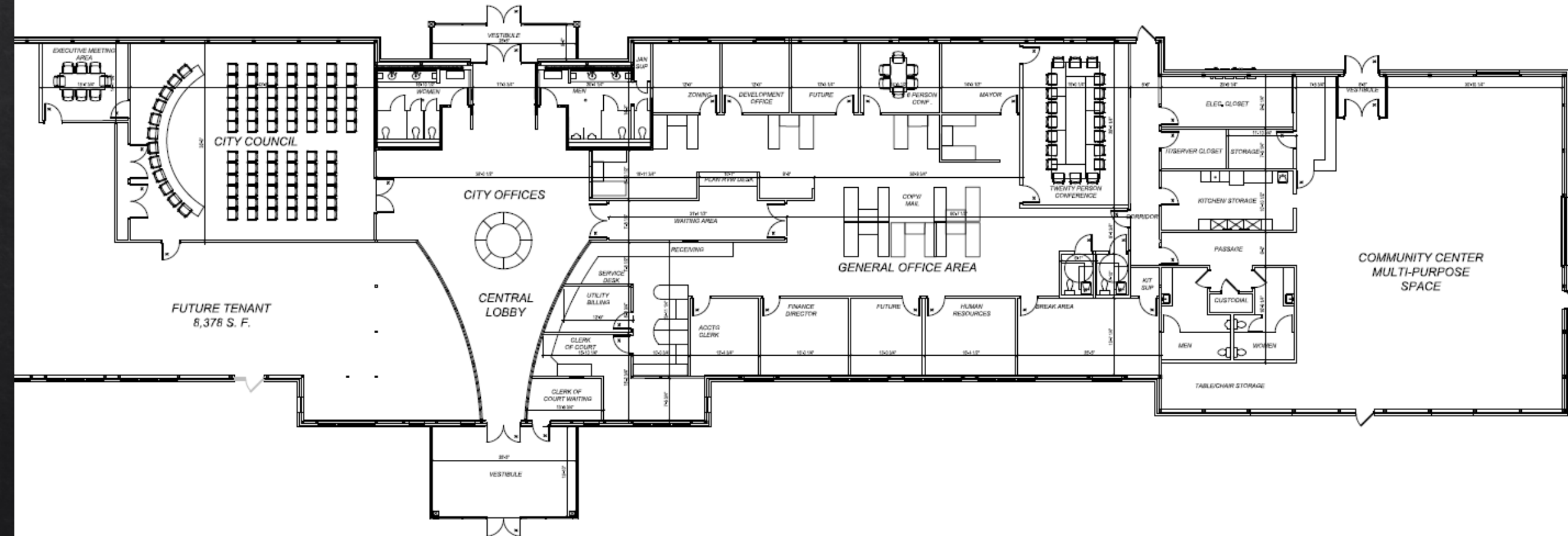
Property Appraisal and Cost

- ◆ Property was appraised by Rober Weiler Company in January 2017 for \$3,200,000.
- ◆ Property was then listed with Robert Weiler Company for \$3,200,000.
- ◆ Appraisal estimates land value at \$450,000
- ◆ Per the appraisal the cost to build the building and develop the site was \$2,375,000, this does not include the land cost of \$385,000 to Bob McDorman Real Estate.
- ◆ The appraisal notes the building replacement cost value for structure itself at \$2,474,775 for the 2017 calendar year. Construction costs have increased since that time.
- ◆ Our contracted purchase price for the land, building, and improvements is \$2,400,000, which is less than the cost to develop this building and site.

Preliminary Concept for Space Planning



Preliminary Concept for Space Planning



Preliminary Concept for Parking



- Total parking increases by 40 to 50 spaces over current configuration.
- Parking configuration along East Waterloo Street will not change from parallel spaces
- All parking is more accessible with an entrance from Trine Street.
- This is a concept only, likely will be reconfigured once engineered due to grade changes, stormwater management, etc.

Due Dilligence

- ◆ Due diligence period was completed on 11/13/2019
- ◆ Due diligence including examining concepts for the use of the site, preliminary cost estimates for the improvements, use and layout of the current adjacent community center site, ALTA survey and preliminary title commitment, consultations with our building official/plans examiner on necessary infrastructure improvements and preliminary negotiations with a potential tenant for the eastern portion of the building.
- ◆ Preliminary estimates provided by the engaged architect estimate the required improvements to convert the space for municipal uses to be approximately \$2,200,000. This includes some improvements for the tenant spaces that are common to the building.

Preliminary Exterior Concept



Preliminary Exterior Concept



Preliminary Exterior Concept



This proposal meets the following expectations

- ◆ Larger, safer facility for city offices.
- ◆ Larger 90+ seating capacity and a more modern facility for council meetings. Flexible space that allows for more community use.
- ◆ Allows for video recording and broadcasting of public meetings.
- ◆ Larger more modern facility for the Community Center (approximately 20% larger).
- ◆ Allows for the Sherriff's Deputies to move to a larger, more modern, and secure facility that is easy to find.
- ◆ Allows for additional space for an increased number of deputies when the need arises (currently in 840 sf).
- ◆ Provides more parking in the downtown area with the demolition of the current community center.
- ◆ Utilizes a very visible vacant Old Town building and converts it into a vital community hub for all of the community to use and enjoy.
- ◆ Including a proposed tenant brings more of the community into the government center and allows more people to engage with their local government.
- ◆ Provides for all spaces to be completely ADA accessible for all residents.

For additional information
contact



Lucas Haire
Development Director
City of Canal Winchester
614-837-1894
lhaire@canalwinchesterohio.gov

McDorman Building Notes

Immediate issues that proposed plan addresses

Municipal Offices

- Convenient front and rear shared entry features.
- Building accessible to all.
- Expanded area for city offices, double the space.
- Secure area for Water Billing clerk.
- Secure area for Clerk of Courts.
- Mayor's Court can be operated in the same building as the Clerk's office and records.
- Secure area for all Finance activities.
- Convenient drop-off for utility bill payments.
- Room for future office space, staffing needs.
- Shared Restroom facilities.
- Prevents costly security upgrades required at the existing facility.
- Ample daily employee parking to the rear of the building and in the expanded public parking lot, including accessible parking.

Council Chambers – Public Meeting Space

- Convenient front and rear shared entry features.
- Building Accessible to all.
- Larger public meeting space.
- 90+ seating capacity.
- Better viewing area for residents.
- Private meeting space for council members.
- Shared Restroom facilities
- Ample parking to the rear of the building and in the expanded public parking lot, including accessible parking.
- Updated technology for council meetings
- Video recording broadcast capabilities.
- Upgraded Sound and video system

Community Center

- Convenient front and rear entry features.
- Building accessible to all.
- Nearly 20% larger than the current occupied space.
- Modern restrooms.
- Larger dining or hall space.
- Upgrades Restroom facilities.
- Eliminates congestion at the entrance to the facility/offices.

- Increases natural light in the space.
- Convenient daily parking behind the building and in the expanded public parking lot, including handicap accessible parking
- Prevents costly repairs of the existing structure (roof, flooding, restrooms)
- Prevents needed building addition.

Tennant

- Convenient front and rear shared entry features.
- Building accessible to all.
- Shared meeting space.
- Shared restroom facilities.
- Ample parking spaces behind the building and in the expanded public parking lot, including accessible parking.
- Allows greater utilization of public facilities.
- Allows greater public interaction with their local government.

Policing facility

- Secure facility.
- Larger facility allowing for future growth.
- Updated technology.
- Private restroom facilities.
- Increased storage areas.
- Removes their main offices from a basement space that has suffered moisture problems.
- Makes their space easier to find for the public – not a basement/side door.



FEINKNOFF MACIOCE SCHAPPA ARCHITECTS

12/12/2019

995 West Third Avenue

Columbus, OH 43212

614/297-1020 phone

Canal Winchester - McDorman Bldg Renovation

	Quantity**	Unit*	Unit Cost	Total
Project scope items				
Disposal of ALL remaining interior FF&E by City	1	ls	\$0.00	\$0.00
No kitchen equipment costs included or equipment relocation costs for Senior Center	1	ls	\$0.00	\$0.00
No Furnishings Fixtures and Equipment Included	1	ls	\$0.00	\$0.00
A. Demolition				
1. Remove all Large Ceiling Fans & small entry fans - return to Owner	4	ls	\$ 2,500.00	\$ 2,500.00
2. Demo Entry Restroom	1	ls	\$ 1,750.00	\$ 1,750.00
3. Partial Demo existing elec room	1	ls	\$ 1,750.00	\$ 1,750.00
4. Demo slab as required for installation of new plumbing for new & additional restrooms	1	ls	\$ 8,500.00	\$ 8,500.00
5. Partial demo interior demising walls (chk bldg code for subdivision reqmnts).	1	ls	\$ 4,500.00	\$ 4,500.00
6. Demo exterior walls as req'd for new windows/doors	17	ea	\$ 2,000.00	\$ 34,000.00
7. Demo entry office walls and floor tile & small columns-removal of small columns TBD by engineer	1	ls	\$ 5,500.00	\$ 5,500.00
8. Remove overhead interior garage doors - return to Owner, if library to remove second door return to Owner	1	ea	\$ 1,750.00	\$ 1,750.00
9. Remove exterior overhead garage doors - return to Owner	2	ea	\$ 2,000.00	\$ 4,000.00
10. Remove Macro Air Fan Modules and return to Owner (relocate one for library?).	4	ea	\$ 175.00	\$ 700.00
11. Relocate existing wall hung fire extinguishers - place in new cabinets	7	ea	\$ 375.00	\$ 2,625.00

12. Retain existing interior gas line servicing unit ceiling unit heaters					
13. Remove and return ceiling unit heaters to Owner	4	ea	\$ 275.00	\$	1,100.00
14. Remove existing interior perimeter 2x "bumpers" - patch & repair walls	1	ls	\$ 6,000.00	\$	6,000.00
15. Remove & relocate existing man doors as shown	2	ls	\$ 300.00	\$	600.00
16. Remove existing brick veneer from exterior sidewalk on parking lot side of bldg	1	ls	\$ 350.00	\$	350.00
17. Remove existing lobby pendant lights from entry - return to Owner	1	ls	\$ 1,500.00	\$	1,500.00
18. Remove misc. wall mounted wood shelving	1	ls	\$ 300.00	\$	300.00

B. Miscellaneous

1. Metal Ships Ladder to attic space - typ of 3 - continue up into cupolas		ea	\$ 2,000.00	\$	-
2. Retain existing ceiling flourescent lighting for servicing of above new susp clgs.				\$	-
3. New hat channels for new suspended ceilings support	14,478	sf	\$ 1.00	\$	14,478.00
4. Any reuse purpose for ducts & a/c for existing entry restroom?				\$	-
5. Remove & relocate existing exit signs	4	ea	\$ 200.00	\$	800.00
6. Modify existing manual fire alarm system	1	ls	\$ 15,000.00	\$	15,000.00
7. Note location of existing floor outlets for future use in renovation				\$	-
8. Add new gyp bd over existing perimeter walls currently with wood siding (entry area)	1	ls	\$ 9,000.00	\$	9,000.00
9. Add new fc gyp bd - remove existing wood entry ceiling	1	ls	\$ 9,000.00	\$	9,000.00
10. New roof penetrations for venting of restrooms and new HVAC	1	ls	\$ 12,500.00	\$	12,500.00
11. Site Lighting - Pole fixtures (reuse bases & feeders) on Waterloo side	4	ea	\$ 2,000.00	\$	8,000.00
12. New Transformer (primary feeders by utility company)	1	ls	\$ 8,000.00	\$	8,000.00
13. UGE conduit - 1 ea. 5"PVC for primary	200	lf	\$ 25.00	\$	5,000.00
14. UGE conduit 1ea 2" PVC conduit for phone	200	lf	\$ 15.00	\$	3,000.00
15. Door Scopes	5	ea	\$60.00	\$	300.00
16. Allowance Minor curb/street repair & sidewalk at Community Center south entry only	1	ea	\$ 6,000.00	\$	6,000.00
17. Allowance Minor curb/street repair & sidewalk at South Main entry only	1	ea	\$ 12,000.00	\$	12,000.00
18. Allowance Minor curb/street repair & sidewalk at Waterloo Main entry only	1	ea	\$ 40,000.00	\$	40,000.00

C. Exterior

1. Main Waterloo Entry new exterior aluminum storefront glass & doors	534	sf	\$ 35.00	\$	18,690.00
2. Main South Entry new exterior aluminum storefront glass & doors	498	sf	\$ 35.00	\$	17,430.00
3. Community Center South Entry new exterior aluminum storefront glass & doors	77	sf	\$35.00	\$	2,695.00

4. Main South Entry new structure and roof	196	sf	\$ 35.00	\$ 6,860.00
5. New infill brick in lieu of siding	357	sf	\$ 25.00	\$ 8,925.00
6. New exterior windows	898	sf	\$ 35.00	\$ 31,430.00
7. New exterior doors (non-storefront)	3	ea	\$ 650.00	\$ 1,950.00
8. New exterior Hardy plank trim at new window openings	17	ea	\$ 750.00	\$ 12,750.00
9. New brick as required to fix new openings	1	ls	\$ 750.00	\$ 750.00
10. Exterior Patio Awning w/lighting	1	ea	\$ 11,000.00	\$ 11,000.00
11. New caulking and flashing	1	ls	\$ 12,500.00	\$ 12,500.00
12. Exterior South Façade - ventilation grilles	4	ea	\$ 3,000.00	\$ 12,000.00
13. Painting of all exterior hardy board	1	ls	\$ 25,000.00	\$ 25,000.00
14. Landscaping & Reseeding	1	ls	\$ 25,000.00	\$ 25,000.00
15. Paver patio outside Senior Center	1	ls	\$ 8,000.00	\$ 8,000.00
16. Outdoor patio furniture & benches	1	ls	\$ 10,000.00	\$ 10,000.00
17. New conc compressor pads	1	ls	\$ 8,000.00	\$ 8,000.00
18. Custom Aluminum Handrails	2	ls	\$ 4,500.00	\$ 9,000.00
19. Concrete Ramp	1	ls	\$ 25,000.00	\$ 25,000.00
20. Final Building Clean	1	ls	\$ 8,000.00	\$ 8,000.00
21. Custom Dormer Louvers for Fresh Air Intake - typ of 3	3	ea	\$ 15,000.00	\$ 45,000.00
22. Additional insulation above ceiling				

D. Interior

1. Interior storefront at office/lobby	270	sf	\$ 32.50	\$ 8,775.00
2. Glass pass-thru windows - typ of 5	4	ea	\$ 1,200.00	\$ 4,800.00
3. Storefront Door and Windows at Community Center	1	ls	\$ 8,000.00	\$ 8,000.00
4. Mail Room counters and cabinets	1	ls	\$ 8,000.00	\$ 8,000.00
5. Development Department Counter	1	ls	\$ 12,000.00	\$ 12,000.00
6. Mirrors in Restrooms	6	ea	\$ 1,000.00	\$ 6,000.00
7. Counters in Restrooms	2	ea	\$ 2,000.00	\$ 4,000.00
8. Toilet Partitions and accessories	15	ea	\$ 1,500.00	\$ 22,500.00
9. Paint Interior Walls	1	ls	\$ 24,000.00	\$ 24,000.00
10. Ceramic walls in Restrooms	1	ls	\$ 24,000.00	\$ 24,000.00
11. New Carpet Tile - Senior Center	3,386	sf	\$ 5.00	\$ 16,930.00
12. New Carpet Tile - Office	8,218	sf	\$ 5.00	\$ 41,090.00
13. Terazzo Flooring in vestibules, lobby and public restrooms	2,424	sf	\$ 15.00	\$ 36,360.00

14. New 2x2 suspended acoustical ceilings Senior Center	3,386	sf	\$ 4.00	\$ 13,544.00
15. New 2x2 suspended acoustical ceilings - Office	8,218	sf	\$ 4.00	\$ 32,872.00
16. Doors & Hardware	34	ea	\$ 1,200.00	\$ 40,800.00
17. Storefront Doors at lobby	4	ea	\$ 1,200.00	\$ 4,800.00
18. Egress Hardware	3	ea	\$ 1,000.00	\$ 3,000.00
19. 5/8" Gypsum Board	865	lf	\$10.00	\$ 8,650.00
20.Overhead coiling doors	2	ea	\$3,500.00	\$ 7,000.00

E. Signage

1. New Entry Sign Front and Rear	1	ls	\$ 50,000.00	\$ 50,000.00
2. New Front Monument Sign	1	ea	\$ 7,000.00	\$ 7,000.00
3. Restroom & Misc Signage	1	ls	\$ 3,000.00	\$ 3,000.00
4. Dedication Signage (insert in terazzo floor?)	1	ls	\$ 3,500.00	\$ 3,500.00
5. Waterloo Arched Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00
6. Rear Entry Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00

Architectural hard cost construction sub-total

\$ 933,104.00

Contractor General Conditions 18%	0.18			\$ 167,958.72
Contractor Overhead & Profit 16%	0.16			\$ 149,296.64
Small Project Subcontractor Premium Factor 10%	0.10			\$ 93,310.40

Subtotal-Construction w/o PME

\$ 1,343,669.76

PME/Prater

Senior Center

HVAC	1	ls	\$ 59,800.00	\$ 59,800.00
Electrical	1	ls	\$ 47,275.77	\$ 47,275.77
Plumbing	1	ls	\$ 24,145.62	\$ 24,145.62

City Office

HVAC	1	ls	\$ 130,600.56	\$ 130,600.56
Electrical	1	ls	\$ 95,423.00	\$ 95,423.00
Plumbing	1	ls	\$ 55,293.76	\$ 55,293.76

Subtotal-Construction w/o PME

\$ 412,538.71

Construction Hard Cost Total		\$ 1,756,208.47
Soft Costs & 8% Pre-Construction Contingency	0.16	\$ 280,993.36
Contingency 10%	0.10	\$ 175,620.85
TOTAL BUDGET		\$ 2,212,822.67

*If Is is listed then sf costs were not used it is a lump sum

ALTERNATE SUBTOTAL

Tenant Space		
No Architectural Improvements estimated		
HVAC		\$118,716.26
Electrical		\$89,560.82
Plumbing		\$29,155.44
Subtotal Alternates		\$237,432.52

ORDINANCE NO. 19-072

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT THREE PARCELS OF LAND FROM CROSSROADS CHRISTIAN LIFE CENTER AND DEDICATING 1.784 ACRES OF SUCH LAND AS ROAD RIGHT OF WAY FOR PUBLIC USE AND ACCEPTING SUCH IMPROVEMENTS TO BE KNOWN AS BIGERTON BEND.

WHEREAS, Council approved the rezoning of 27.762 acres to Multi-Family Residential (AR-1) with Ordinance 27-00; and

WHEREAS, a condition of zoning approval was the donation of the floodway on both sides of Tussing-Bachman Ditch at the time that the development plan for the AR-1 tract is approved; and

WHEREAS, a condition of zoning approval was an internal roadway system that will generally follow Dale Bertsch's conceptual plan with the east-west connector road be designed; and

WHEREAS, a condition of the conditional use approval #CU-17-004 the applicant makes the connection to Bigerton Bend from the proposed Canal Street extension and to allow for its incorporation as road right-of-way; and

WHEREAS, Canal Street which was accepted by the City with the approval of the Winchester Boulevard, Waterloo Street, and Canal Street Dedication and Easements recorded as Plat Book 102 Page 38-40 of the Franklin County Recorder's records east of Gender Road be renamed to Bigerton Bend with the acceptance of newly constructed portion of Bigerton Bend as described in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Council does hereby accept the 2.356 acre parcel of land depicted in Exhibit A and described in Exhibit B along the Tussing-Bachman Ditch as public land.

Section 2. That Council does hereby accept the 0.764 acre parcel of land depicted in Exhibit A and described in Exhibit C along the Tussing-Bachman Ditch as public land.

Section 3. That Council does hereby accept the 1.784 acre parcel of land depicted in Exhibit A and described in Exhibit D as road right of way for public use and accept such as improvements to be known as Bigerton Bend.

Section 4. That Council does hereby authorize Canal Street east of Gender Road as dedicated in Plat Book 102 Page 38-40 of the Franklin County Recorder's records be renamed to Bigerton Bend.

Section 5. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from Crossroads Christian Life Center, evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

SECTION 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNCIL

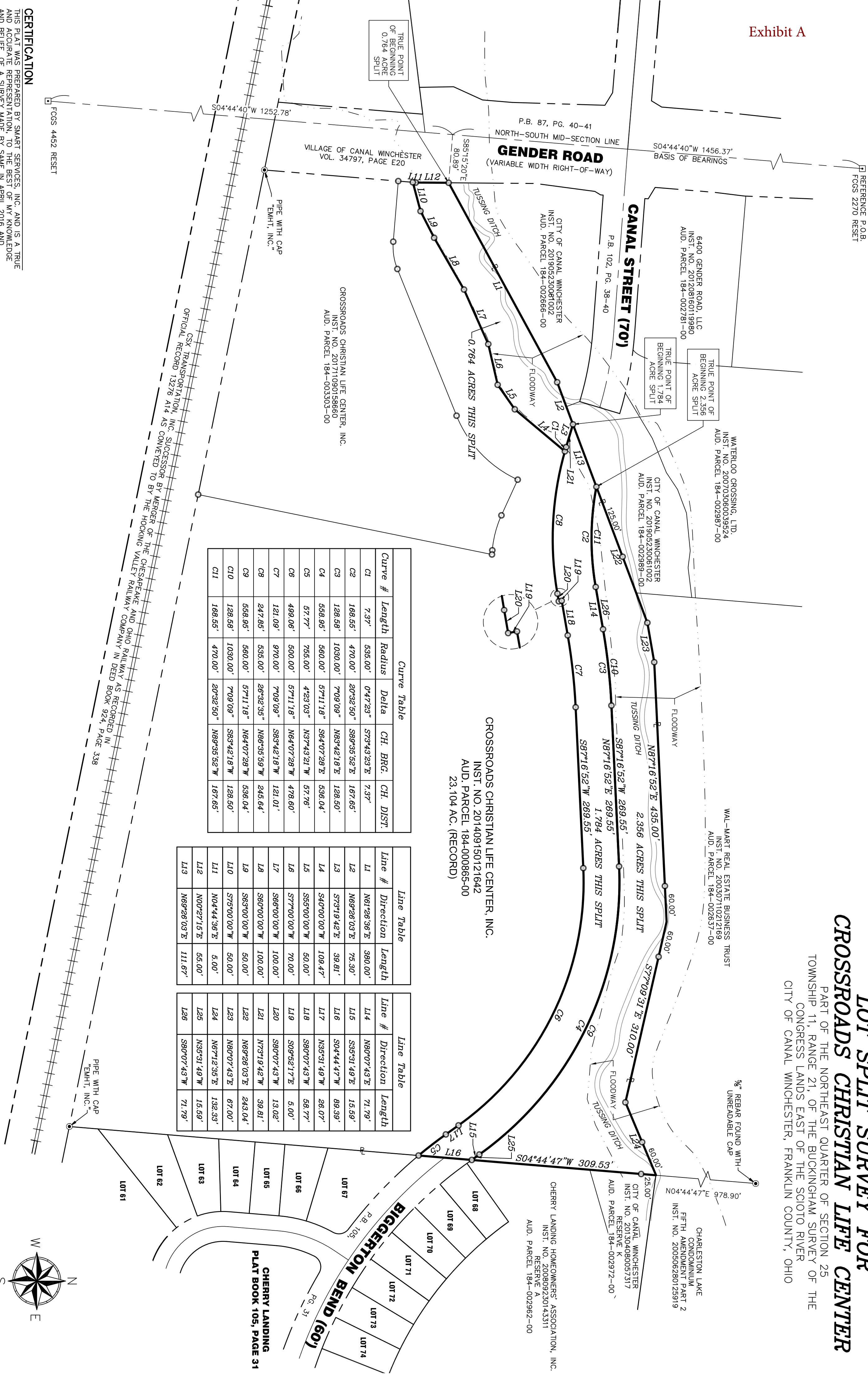
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL

LOT SPLIT SURVEY FOR
CROSSROADS CHRISTIAN LIFE CENTER

PART OF THE NORTHEAST QUARTER OF SECTION 25
TOWNSHIP 11, RANGE 21, OF THE BUCKINGHAM SURVEY OF THE
CONGRESS LANDS EAST OF THE SCIOTO RIVER
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

Exhibit A



PROPERTY ADDRESS

GENDER ROAD, CANAL WINCHESTER, OHIO

PERTINENT DOCUMENTS

DEEDS TO SUBJECT PROPERTY AND ADJACENT PROPERTIES
SUBDIVISION PLATS AS SHOWN
ROADWAY DEDICATION PLATS AS SHOWN

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF
GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET
AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST,
REFERENCED TO NAD83 (NSRS 2007).

LEGEND

- 1" PIPE FOUND - UNLESS OTHERWISE NOTED
- 5/8" x 30" REBAR W/YELLOW I.D.
- CAP LABELED "SMART SERVICES"
- RAILROAD SPIKE FOUND
- MAG NAIL
- MONUMENT ASSEMBLY

BRIAN D. SMART REG. SURVEYOR NO. 7611

DRAWN BY: B. SMART DATE: DEC. 12, 2019
CHECKED BY: B. SMART DRAWING NO.: 670701 RWDWG
JOB NO.: 670701 SHEET 1 OF 1

PREPARED BY:
SMART SERVICES, INC.
88 W. CHURCH STREET, NEWARK, OHIO 43055
PHONE: (740) 345-4700 FAX: (740) 522-4706



LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Three (3) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension;
3. *North 69 degrees 26 minutes 03 seconds East, 111.67 feet* to an Iron Pin Set in the northerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002) and the property conveyed to Wal-Mart Real Estate Business Trust by Inst. No. 200307110212169, **North 69 degrees 26 minutes 03 seconds East, 243.04 feet** to an Iron Pin Set, passing an Iron Pin Set at 125.00 feet;

LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 3

Thence along the northerly lines of said Crossroads Christian Life Center property, and along the southerly lines of said Wal-Mart Real Estate Business Trust property, the following Four (4) Courses:

- 1) **North 80 degrees 07 minutes 43 seconds East, 67.00 feet** to an Iron Pin Set;
- 2) **North 87 degrees 16 minutes 52 seconds East, 435.00 feet** to a point, passing an Iron Pin Set at 375.00 feet;
- 3) **South 77 degrees 09 minutes 31 seconds East, 310.00 feet** to an Iron Pin Set,, passing an Iron Pin Set at 60.00 feet;
- 4) **North 67 degrees 12 minutes 35 seconds East, 132.33 feet** to a point at the northeast corner of said Crossroads Christian Life Center property, said point being the southeast corner of said Wal-Mart Real Estate Business Trust property, the southwest corner of Charleston Lake Condominium Fifth Amendment Part 2 as recorded in Inst. No. 200506280125919, and the northwest corner of Reserve K of Cherry Landing as recorded in Plat Book 105, Page 31, passing an Iron Pin Set at 72.33 feet;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of Reserves K and A of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 309.53 feet** to an Iron Pin Set, passing an Iron Pin Set at 25.00 feet;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) **North 35 degrees 31 minutes 49 seconds West, 15.59 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 536.04 feet** to an Iron Pin Set;
- 3) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 4) Along a curve to the left having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 128.50 feet** to an Iron Pin Set;
- 5) **South 80 degrees 07 minutes 43 seconds West, 71.79 feet** to an Iron Pin Set at a point of curvature;
- 6) Along a curve to the right having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears North 89 degrees 35 minutes 52 seconds West, 167.65 feet** to the True Point of Beginning, **containing 2.356 acres** more or less

LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 3 of 3

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

Exhibit C



LEGAL DESCRIPTION
0.764 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 2

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, the northwest corner of said Crossroads Christian Life Center property, and the **True Point of Beginning** of the parcel herein described;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. **North 61 degrees 26 minutes 36 seconds East, 380.00 feet** to an Iron Pin Set;
2. **North 69 degrees 26 minutes 03 seconds East, 75.30 feet** to an Iron Pin Set in the southerly line of a proposed roadway extension;

Thence crossing said Crossroads Christian Life Center property, along the southerly line of a proposed roadway extension the following Two (2) Courses:

- 1) **South 73 degrees 19 minutes 42 seconds East, 39.81 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 535.00 feet, an arc length of 7.37 feet, a delta angle of 000 degrees 47 minutes 23 seconds, and a chord which bears South 73 degrees 43 minutes 23 seconds East, 7.37 feet** to an Iron Pin Set;

LEGAL DESCRIPTION
0.764 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 2

Thence crossing said Crossroads Christian Life Center property the following Seven (7) Courses:

- 1) **South 40 degrees 00 minutes 00 seconds West, 109.47 feet** to an Iron Pin Set;
- 2) **South 55 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 3) **South 77 degrees 00 minutes 00 seconds West, 70.00 feet** to an Iron Pin Set;
- 4) **South 66 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 5) **South 60 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 6) **South 63 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 7) **South 75 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set on the easterly right-of-way line of Gender Road, said point being the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and in the westerly line of said Crossroads Christian Life Center property;

Thence along the easterly right-of-way line of Gender Road, the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and the westerly line of said Crossroads Christian Life Center property, the following Two (2) courses:

- 1) **North 04 degrees 44 minutes 36 seconds East, 5.00 feet** to an Iron Pin Set;
- 2) **North 00 degrees 27 minutes 15 seconds East, 55.00 feet** to the True Point of Beginning, **containing 0.764 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

Exhibit D



LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), **North 69 degrees 26 minutes 03 seconds East, 111.67 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) Along a curve to the left having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears South 89 degrees 35 minutes 52 seconds East, 167.65 feet** to an Iron Pin Set;
- 2) **North 80 degrees 07 minutes 43 seconds East, 71.79 feet** to an Iron Pin Set at a point of curvature;

LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 3

- 3) Along a curve to the right having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears North 83 degrees 42 minutes 18 seconds East, 128.50 feet** to an Iron Pin Set;
- 4) **North 87 degrees 16 minutes 52 seconds East, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the right having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears South 64 degrees 07 minutes 28 seconds East, 536.04 feet** to an Iron Pin Set;
- 6) **South 35 degrees 31 minutes 49 seconds East, 15.59 feet** to an Iron Pin Set on the easterly line of said Crossroads Christian Life Center property, said point being in the westerly line of Cherry Landing as recorded in Plat Book 105, Page 31;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 89.39 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Ten (10) courses:

- 1) Along a curve to the right whose **radius bears North 50 degrees 05 minutes 07 seconds East, 755.00 feet, having an arc length of 57.77 feet, a delta angle of 004 degrees 23 minutes 03 seconds, and a chord which bears North 37 degrees 43 minutes 21 seconds West, 57.76 feet** to an Iron Pin Set;
- 2) **North 35 degrees 31 minutes 49 seconds West, 26.07 feet** to an Iron Pin Set at a point of curvature;
- 3) Along a curve to the left having a **radius of 500.00 feet, an arc length of 499.06 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 478.60 feet** to an Iron Pin Set;
- 4) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the left having a **radius of 970.00 feet, an arc length of 121.09 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 121.01 feet** to an Iron Pin Set;
- 6) **South 80 degrees 07 minutes 43 seconds West, 58.77 feet** to an Iron Pin Set;
- 7) **South 09 degrees 52 minutes 17 seconds East, 5.00 feet** to an Iron Pin Set;

LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 3 of 3

- 8) **South 80 degrees 07 minutes 43 seconds West, 13.02 feet** to an Iron Pin Set at a point of curvature;
- 9) Along a curve to the right having **a radius of 535.00 feet, an arc length of 247.85 feet, a delta angle of 026 degrees 32 minutes 35 seconds, and a chord which bears North 86 degrees 35 minutes 59 seconds West, 245.64 feet** to an Iron Pin Set;
- 10) Thence **North 73 degrees 19 minutes 42 seconds West, 39.31 feet** to the True Point of Beginning, **containing 1.784 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

COUNCIL UPDATE



January 3, 2020

Finance Department

Amanda Jackson, Finance Director

Project Status:

December 2019 Financial Statements and Year End Close Out – End of the year balancing went very smoothly this year. We are still wrapping up some final items before completing the close out but these will not affect our ability to process transactions for 2020. End of year cash financial statements will be available at the next Council meeting.

COUNCIL UPDATE



January 2, 2020

Development Department

Lucas Haire, Director

Development Report

- 88 new single-family homes were permitted to be constructed in Canal Winchester in 2019. This is the highest number in any year since 2005.
- There were also 46 multi-family units permitted in the Winchester Ridge complex and in the Old Town area.
- Mill Tech has completed their building in Canal Pointe and they are in the process of beginning their operations there.
- Scramblers completed their tenant improvements and opened in the Waterloo Crossing Shopping Center.
- Northpoint is continuing their design work and approvals for their proposed industrial project on Bixby Road. They plan on breaking ground in the spring.

COUNCIL UPDATE



January 3rd, 2020

Construction Services Department
Bill Sims, Administrator

Capital Improvement Projects

High St. RR Crossing Improvement: Complete. 2 minor punchout items.

Westchester Park Improvements: Site work is complete.

Gender Rd. Phase 5: Successful funding.

Private Development Projects

Pediatric Associates: Preconstruction Meeting held 1/2/20.

Three Fountains Condos: Preconstruction Meeting held 12/19/19.

Winchester Logistics: Site grading underway. Sanitary sewer under construction.

5 Star Heating & Cooling: Under construction.

Fairfield Inn: Under construction.

18-26 W. Waterloo Mixed Use Bldg.: Sanitary sewer yet to be constructed.

Winchester Ridge Apartments Phase 4: Sanitary sewer completed.

Crossroads Church: Bigerton Bend complete. Gender Rd. right turn lane yet to be constructed.

Villages At Westchester Section 13-2: Phase 2 pavement placed. Punchlist work remains.

Hampton Inn: Site work complete.

Mill Tech: Complete.

Winchester Veterinary Clinic: Construction dormant due to design issues. Revised plans have been approved by the Building Dept.

Other

MCI: Four permit plans approved. Fees and bonds provided. Work not yet begun.

Columbia Gas – Gas mains being installed at VAW 13-2

Misc.

- R/W dedications from our parcels to R/W at Gender & Groveport.
- Easement for ACD. Net on Groveport Rd.
- SCP will request an easement to cross a corner of city property at Gender and Canal streets as part of their plan to service the Crossroads Church site.